

General Decision Number: TN070005 07/06/2007 TN5

Superseded General Decision Number: TN20030005

State: Tennessee

Construction Type: Building

Counties: Fayette, Madison, Marion, Shelby and Tipton  
Counties in Tennessee.

BUILDING CONSTRUCTION PROJECTS (does not include residential construction consisting of single family homes and apartments up to and including 4 stories)

Modification Number	Publication Date
0	02/09/2007
1	03/30/2007
2	04/20/2007
3	07/06/2007

\* ELEC0474-001 08/21/2006

	Rates	Fringes
Electrician.....	\$ 23.05	3%+8.57

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IRON0167-001 05/01/2005

	Rates	Fringes
Ironworker, Structural.....	\$ 19.80	8.76

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PAIN0049-001 06/01/2006

	Rates	Fringes
Painter, Spray.....	\$ 15.07	5.42

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PAIN0049-002 03/01/2004

	Rates	Fringes
Glazier.....	\$ 16.37	4.42

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SHEE0004-003 07/01/2003

	Rates	Fringes
Sheet metal worker.....	\$ 24.00	8.27

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SUTN2003-009 09/10/2003

	Rates	Fringes
Bricklayer/Blocklayer.....	\$ 18.00	
Carpenter (Including Form Work (Excluding Drywall)).....	\$ 15.49	3.96

Cement Manson/Concrete  
Finisher.....\$ 13.00

Drywall Finisher.....\$ 14.82

Drywall Hanger.....\$ 12.20

Laborers:

Concrete.....\$ 10.75

Unskilled.....\$ 10.89

Operating Engineers:

Backhoe Operator.....\$ 14.70

Crane Operator.....\$ 17.02 4.20

Forklift Operator.....\$ 17.02 4.20

Painter, Brush.....\$ 13.09

Pipefitter (Excluding HVAC).....\$ 15.00

Plumber (Including HVAC Pipe)....\$ 14.00

Truck Driver.....\$ 8.75

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WELDERS - Receive rate prescribed for craft performing  
operation to which welding is incidental.  
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Unlisted classifications needed for work not included within  
the scope of the classifications listed may be added after  
award only as provided in the labor standards contract clauses  
(29CFR 5.5 (a) (1) (ii)).

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In the listing above, the "SU" designation means that rates  
listed under the identifier do not reflect collectively  
bargained wage and fringe benefit rates. Other designations  
indicate unions whose rates have been determined to be  
prevailing.  
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#### WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can  
be:

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on  
a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests  
for summaries of surveys, should be with the Wage and Hour  
Regional Office for the area in which the survey was conducted  
because those Regional Offices have responsibility for the  
Davis-Bacon survey program. If the response from this initial  
contact is not satisfactory, then the process described in 2.)  
and 3.) should be followed.

With regard to any other matter not yet ripe for the formal  
process described here, initial contact should be with the  
Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations  
 Wage and Hour Division  
 U.S. Department of Labor  
 200 Constitution Avenue, N.W.  
 Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator  
 U.S. Department of Labor  
 200 Constitution Avenue, N.W.  
 Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
 U.S. Department of Labor  
 200 Constitution Avenue, N.W.  
 Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

## BUSINESS DECLARATION

1. Name of Firm: \_\_\_\_\_
2. Address of Firm: \_\_\_\_\_
3. Telephone Number of Firm: \_\_\_\_\_
4. (a) Name of Person Making Declaration: \_\_\_\_\_
- (b) Telephone Number of Person Making Declaration: \_\_\_\_\_
- (c) Position Held In The Company: \_\_\_\_\_
5. Controlling Interest In Company ("X" All Appropriate Boxes)  
☐ Black American    ☐ Hispanic American    ☐ Native American  
☐ Asian American    ☐ Female-Non Minority    ☐ Male-Non Minority  
☐ Female    ☐ Male    ☐ 8(a) Certified-Certification Letter Attached
6. Is the person identified in Number 5 above responsible for day-to-day management and policy decision making, including, but not limited to, financial and management decisions? ☐ Yes    ☐ No  
 If "No", provide the name and telephone number of the person who has the authority. \_\_\_\_\_
7. Nature of Business - Specify major services/products: \_\_\_\_\_
8. (a) Years firm as been in business \_\_\_\_\_ (b) Number of employees \_\_\_\_\_
9. Type of Ownership: ☐ Sole Ownership ☐ Partnership ☐ Other-Explain Below \_\_\_\_\_
10. Gross receipts of firm for last three years:  
     Year Ending \_\_\_\_\_ Gross Receipts \$ \_\_\_\_\_  
     Year Ending \_\_\_\_\_ Gross Receipts \$ \_\_\_\_\_  
     Year Ending \_\_\_\_\_ Gross Receipts \$ \_\_\_\_\_
11. Is the firm a small business?    ☐ Yes    ☐ No

I DECLARE THAT THE FOREGOING STATEMENTS CONCERNING \_\_\_\_\_  
 \_\_\_\_\_ (Name of Business) ARE TRUE AND CORRECT TO THE BEST  
 OF MY KNOWLEDGE, INFORMATION, AND BELIEF. I AM AWARE THAT I AM SUBJECT TO  
 CRIMINAL PROSECUTION UNDER THE PROVISIONS OF 18 U.S.C.1001.

\_\_\_\_\_  
 Signature

\_\_\_\_\_  
 Date

Name and Title \_\_\_\_\_

**CERTIFICATION OF INVOICE**

I hereby certify, to the best of my knowledge and belief, that --

- (1) The amount requested are only for performance in accordance with the specifications, terms, and conditions of the contract;
- (2) Payments to subcontractors and suppliers have been made from previous payments received under the contract, and timely payments will be made from the proceeds of the payment covered by this certification, in accordance with subcontract agreements and the requirements of Chapter 39 of Title 31, United States Code; and
- (3) This request for progress payments does not include any amounts which the prime contractor intends to withhold or retrain from a subcontractor or supplier in accordance with the terms and conditions of the subcontract.

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Contractor Name

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Contract Number

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Title

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Invoice Number

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Date

**Delphi Vendor Entry Worksheet****\*\* Bold/Yellow indicates required fields \*\*****NAME:** \_\_\_\_\_ **PHONE:** \_\_\_\_\_ **DATE:** \_\_\_\_\_  
**E-MAIL ADDRESS:** \_\_\_\_\_**SUPPLIER NAME:** \_\_\_\_\_ ☐ New ☐ Modifying  
**TAXPAYER ID:** \_\_\_\_\_ **DUNS or DUNS + 4 NO.** \_\_\_\_\_**CLASSIFICATION/TYPE:** ☐ No Cost Lease/Award ☐ Vendor ☐ Federal Agency**FEDERAL AGENCY LOCATION CODE (ALC):** \_\_\_\_\_ \* For New Agencies**GENERAL:** Parent Supplier Name: \_\_\_\_\_  
Tax ID Number: \_\_\_\_\_**ORGANIZATION TYPE:** ☐ Corporation ☐ Government Agency  
☐ Individual ☐ Partnership  
☐ Foreign Corp / Govt Agency / Indiv / Partner  
☐ Reimbursable Non-Govt (Supplier/Grant Sponsor/State & Local Govt)**CCR: VENDOR IS REGISTERED:** ☐ Yes ☐ No**SUPPLIER SITES:** (Additional sites or additional Tax Reporting Address forward as attachment)  
☐ New ☐ Adding Site ☐ Modifying Site**Supplier Number:** \_\_\_\_\_ **Supplier Site Name:** \_\_\_\_\_  
**Country:** United States **Other:** \_\_\_\_\_  
**Address** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
**City:** \_\_\_\_\_ **State:** \_\_\_\_\_  
**County:** \_\_\_\_\_ **Zip Code:** \_\_\_\_\_**PAYMENT:** Payment Method: Electronic ☐ Check ☐ (Waiver Required)**SITE USES AND TELEPHONE:****Purchasing Site** ☐ Pay Site ☐ Primary ☐  
Voice (Area Code & Number) \_\_\_\_\_  
Fax (Area Code & Number) \_\_\_\_\_

Note: Provide this information only if obtained at Contract award.

**SUPPLIER CONTACTS:**1. Last Name: \_\_\_\_\_ First: \_\_\_\_\_ MI \_\_\_\_\_  
Title: \_\_\_\_\_ Telephone: \_\_\_\_\_  
2. Last Name: \_\_\_\_\_ First: \_\_\_\_\_ MI \_\_\_\_\_  
Title: \_\_\_\_\_ Telephone: \_\_\_\_\_**BANK:** Bank Name: \_\_\_\_\_  
Account Name: \_\_\_\_\_  
Bank ABA Routing No: \_\_\_\_\_  
Account Number: \_\_\_\_\_  
Account Type: Checking ☐ Savings ☐

## CONTRACTOR EVALUATION QUESTIONNAIRE

### Past Performance & Experience, Business Practices and Customer Satisfaction

Date: \_\_\_\_\_

Description: Remove existing roof system, repair roof deck as needed, add two drains and replace the existing roof systems and lightning protection at the Air Route Traffic Control Center (ARTCC) Atlanta, Georgia.

Offeror: \_\_\_\_\_ Evaluator: \_\_\_\_\_

Reference (Including name of organization, contact person's name, & phone #): \_\_\_\_\_  
\_\_\_\_\_

### Past Performance & Experience

Includes, but is not limited to:

- (a) Degree of experience performing work comparable to this project.
- (b) Quality of Work.
- (c) Timeliness of Completion.
- (d) Effectiveness of Management.
- (e) Cost Control (i.e., suggestions for more cost-effective means of performing work, scrutiny and verification of subcontractor proposals for change order work, etc.)
- (f) Labor & Safety Compliance.

1. What projects has the contractor performed for your firm? \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. Did the contractor stay on schedule.  
\_\_\_\_\_  
\_\_\_\_\_

3. Was the contractor required to provide and maintain a Critical Path Method (CPM) schedule? If so, did he demonstrate expertise and ability in doing so?  
\_\_\_\_\_  
\_\_\_\_\_

4. Was the contractor able to solve performance problems without extensive guidance?  
\_\_\_\_\_

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5. Did the contractor meet the requirement of the project(s)?

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6. Did the contractor provide adequate and effective project coordination and management of subcontractors and suppliers?

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8. Are you aware of any poor performance on any other contracts?

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9. Have you ever terminated any contracts with the contractor partially or completely for convenience or default? Are there any pending terminations? \_\_\_\_\_

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10. How technically qualified do you consider this firm, and what is your opinion about the quality of their work?

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11. How effective has the contractor been in identifying user requirements (i.e., foresight of problems and suggestions for less costly or more beneficial ways of performing the work)?

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12. Was the contractor ever found to be in violation of labor requirements, i.e., payment of required wage rates? If so, identify the violation, and state if restitution was made to the employees or if other corrective action was taken.

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13. How satisfied were you with the quality of work performed and with the final results of the project?

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14. What is your overall evaluation of the contractor (Excellent, Acceptable, Marginal, Unacceptable), and would you award future contracts to them?

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Business Practices

Includes, but is not limited, to:

- (a) Maintenance of good customer relations & motivation to perform well.
- (b) Ability to work effectively with owner.
- (c) Cooperation in solving problems.
- (d) Responsiveness to administrative issues.
- (e) Submission of reasonable contract change proposals requesting price increases.
- (f) Timeliness of payments to subcontractors and suppliers.

1. Were price proposals submitted on time? Were they reasonably priced? If not, was the contractor willing to negotiate, or able to demonstrate entitlement to the price submitted? Were reasonable requests for time extensions submitted on change order work?

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2. Was the contractor responsive, and did the contractor work effectively with you to complete the work.

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3. Are you aware of subcontractor or suppliers complaints about non-payment, late payment, or lack of responsiveness on the part of the contractor? If so, identify.

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FEDERAL AVIATION ADMINISTRATION  
SENSITIVE UNCLASSIFIED INFORMATION NONDISCLOSURE AGREEMENT

AN AGREEMENT BETWEEN \_\_\_\_\_ AND THE UNITED STATES  
(Name of Individual - Printed or typed)

1. I understand and accept the United States Government has placed special confidence and trust in me by granting me access to SUI. I accept the conditions and duties of this Agreement in consideration of my having access to sensitive unclassified information (SUI).

2. SUI is information and data - marked or unmarked - including verbal communications, defined by Federal Aviation Administration (FAA) Order 1600.75. SUI includes:

a. Records protected from unauthorized disclosure by Title 5, United States Code Sections 552, The Freedom of Information Act, and 552a, The Privacy Act.

b. Information which, if released to unauthorized persons, could result in harm or unfair treatment to any individual or group, or could have a negative impact on individual privacy, federal programs, or foreign relations. This includes medical, personnel, financial, investigatory, visa, law enforcement information.

c. Data whose improper use or disclosure could adversely affect the FAA's ability to perform its mission, as well as proprietary data and information received through privileged sources.

3. I recognize that my access to SUI enables me to perform my duties for compensation. I also understand that:

a. I must safeguard SUI entrusted to me;

b. I may disclose it only authorized people, who need it to perform approved government functions; and

c. Before disclosing specific SUI, I must find out a recipient's "need to know."

4. I understand that any breach of this Agreement may result in ending my access to SUI. I also understand that ending access could effectively negate my ability to perform my assigned duties, may lead to ending my employment or other relationships with the FAA. I am aware unauthorized release or mishandling of SUI may be grounds for adverse action against me. In addition, I understand that if I misuse Privacy Act records or disclose them to unauthorized people, I may be in violation of United States criminal law. A violation of the Privacy Act may subject me disciplinary actions, a fine of up to \$5,000.00, or both.

5. If I have any questions about SUI, I can refer my questions to: \_\_\_\_\_

6. I understand all SUI to which I have access or may get access by signing this Agreement is now and will remain the property of, or under the control of the United States Government. I agree that I must

return all SUI which I have, or may come into my possession or for which I am responsible because of such access:

- a. On demand by an authorized representative of the United States Government;
  - b. On ending my employment or other relationship with the Department or Agency that last granted me access to sensitive data; or
  - c. On ending my employment or other relationship that requires access to sensitive data.
7. I understand that all conditions and duties imposed on me by this Agreement apply during the time I am granted access to sensitive data, and always after that until:
- a. I am released in writing by an authorized representative of the United States Government; or
  - b. The information becomes publicly available.

WITNESS		ACCEPTANCE	
I WITNESSED SIGNING THIS AGREEMENT.		I ACCEPTED THIS AGREEMENT BEFORE ACCESSING SUI OF THE UNITED STATES GOVERNMENT.	
SIGNATURE	DATE	SIGNATURE	DATE